



**U.S. Consulate General  
Paigah Palace, 1-8-323,  
Chiran Fort Lane, Begumpet  
Secunderabad, India**

**Phone No. 91-40-4038300**

September 07, 2016

**Dear Prospective Quoter:**

**Subject:** Solicitation Number **S-IN470-16-Q-0003** for RELOCATION OF THE ELECTRICAL SERVICES FROM NCC SITE S-115/1, OPPOSITE Q CITY, FINANCIAL DISTRICT, NANAKRAMGUDA, GACHIBOWLI, TO ACROSS THE ROAD

Enclosed is a Request for Quotations (RFQ) for Relocation of the electrical services from NCC site S-115/1, Opposite Q City, Financial District, Nankramguda, Gachibowli, to across the road, If you would like to submit a quotation, please complete Blocks 17a, 30a, 30b, 30c of the attached Standard Form 1449, and the pricing

The U.S. Government intends to award a contract to the lowest priced, technically acceptable, and responsible offeror. We intend to have the site visit on **September 14, 2016** and award a contract based on initial quotations, without holding discussions, although we may hold discussions with offerors in the competitive range if there is a need to do so (FAR 52.214-10). Quotations are due on or before by 1200 hours on **September 21, 2016**.

Please direct any questions regarding this solicitation to the undersigned by by e-mail to [Hyderabadgsoprocurement@state.gov](mailto:Hyderabadgsoprocurement@state.gov) during regular business hours (0830 – 1730, Monday - Friday).

Sincerely,

Jim Segraves  
Contracting Officer

Enclosure

SECTION A

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 57		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>S-IN470-16-Q-0003</b>		
6. SOLICITATION ISSUE DATE <b>September 08, 2016</b>								
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Jim Seagraves</b>				b. TELEPHONE NUMBER(No collect calls) <b>040-40338300</b>		
8. OFFER DUE DATE/ LOCAL TIME - <b>Sept 26, 2016 / 1200 hours</b>								
9. ISSUED BY  U.S. Consulate General Paigah Palace, 1-8-323, Chiran Fort Lane, Begumpet, Secunderabad – 500 003		CODE		10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO  General Service Officer, U.S.Consulate General –Paigah Palace, 1-8-323, Chiran Fort Lane, Begumpet - Secunderabad		CODE		16. ADMINISTERED BY  Contracting Officer, U.S. Consulate General, Palace, 1-8-323, Chiran Fort Lane, Begumpet - Secunderabad				
17a. CONTRACTOR/OFFERER  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  Financial Management Officer, American Embassy, Chankyapuri, New Delhi, 110 021, India		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT	
		23. UNIT PRICE			24. AMOUNT			
1.		RELOCATION OF THE ELECTRICAL SERVICES FROM NCC SITE S-115/1, OPPOSITE Q CITY, FINANCIAL DISTRICT, NANAKRAMGUDA, GACHIBOWLI, TO ACROSS THE ROAD as per attached scope of work <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			1			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		

## B.1 CONTRACT PRICE

The contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

Total -  
VAT -  
Grand Total -

## B.2 VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice.

## B.3 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency indicated in the SF1449. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

## SECTION C - DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

### C.1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and install all materials required by this contract. The contract Specifications/Statement of Work are set forth in **Section J**

### C.2 DRAWINGS

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

## SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as follows:

**U.S. Consulate General**  
NCC SITE S-115/1,  
OPPOSITE Q CITY,  
FINANCIAL DISTRICT,  
NANAKRAMGUDA,  
GACHIBOWLI - HYDERABAD

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at

<http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
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### E.2 Quality Assurance

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

E.2.1 MONTHLY REPORT: The Contractor shall submit to the COR a weekly progress report, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

E.2.2. INSPECTION BY GOVERNMENT: The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

### E.3 SUBSTANTIAL COMPLETION

#### E.3.1 DEFINITIONS

"Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

do not interfere with the intended occupancy or utilization of the work, and

can be completed or corrected within the time period required for final completion.

The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

#### E.3.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate shall be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

### E.4 FINAL COMPLETION AND ACCEPTANCE

#### E.4.1 DEFINITIONS

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

#### E.4.2 FINAL INSPECTION AND TESTS

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

#### E.4.3 FINAL ACCEPTANCE

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

satisfactory completion of all required tests,

a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242.14	SUSPENSION OF WORK	APR 1984
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#### F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) Commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed,
- (b) Prosecute the work diligently, and
- (c) Complete the entire work ready for use not later than 45 working days. The time stated for completion shall include final acceptance and completion of "punch list" items.

### F.3 LIQUIDATED DAMAGES

#### F.3.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of \$50 for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

#### F.3.2. ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

### F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the job site.

(d) All schedules shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

### F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

### F.6 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give this notice not more than ten (10) days after the first

event-giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### F.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall then prosecute the work commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

#### F.8 WORKING HOURS

All work shall be performed during 8:30 to 17:00 from Monday to Saturday except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

(a) The Department of State observes the following days as holidays:

HOLIDAY	TYPE
New Year's Day	American
Martin Luther King's B'day	American
Presidents' Day	American
Holi	Indian
Ram Navami	Indian
Good Friday	Indian
Memorial Day	American
Independence Day	American
Idu'L fitr	Indian
Varalakshmi Vratam	Indian
Independence Day	Indian
Labor Day	American
Id-UI-Zuha	Indian
Columbus Day	American
Dussehra	Indian
Veterans' Day	American
Thanksgiving Day	American
Christmas Day	American

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.



#### F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

#### F.10 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held within 7 days after contract award at US Consulate Hyderabad to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. The date and time shall be informed to the contractor, after award of the contract, via E-mail or telephonically, by Contracting Officer's Representative (COR) of the contract. See FAR 52.236-26, Pre-Construction Conference in Section I.

#### F.11 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
H.1.2. Bonds/Insurance	1	10 days after NTP	CO
H.11.1. Safety Plan	1	5 days after pre- construction meeting	COR
F.4. Activity Schedule and submission of drawings	1	5 days after pre- construction meeting	COR
F.10. Pre-Activity Conference	1	Within 7 days after award	COR
H.13.2. Biographic Data on Personnel	1	5 days after pre- construction meeting	COR
E.2. Inspection Reports	1	3 days after end of weekly period	COR

G.3.2 Payment Request	1	Last day of each month if applicable	COR
F.4.(c). Schedule Updates to Activity Schedule [Note to Contracting Officer: can change this to reflect frequency required]	1	Last day of each month	COR
E.3.2. Request for Substantial Completion	1	5 days before inspection	COR
H.4.4. As-built Drawings and Warranties	1	After final completion but before final acceptance	COR
E.4.2. Request for Final Acceptance	1	5 days before inspection	COR
F.6 Notice of Delay	1	Within 10 days after event	CO
F.8 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after NTP	CO
H.17.2 Differing Site Condition	1	Within 10 days of occurrence	CO

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

### G.2 MONITORING OF THE CONTRACTOR

#### G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the – Mr. Michael J Dilks - Facilities Management Officer

#### G.2.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### G.3 PAYMENT

#### G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

#### G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments within 30 days on completion of the work & submission of proper invoice. The Contractor shall address invoices to:

U. S. Embassy, New Delhi, India  
Shantipath, Chanakyapuri  
New Delhi, India – 110021

#### G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

#### G.3.4 EVALUATION BY THE CONTRACTING OFFICER

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

#### G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

#### G.3.6. PAYMENT

Under the authority of 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.4 The Contractor shall identify Value Added Tax (VAT) as a separate line item in Attachment 2, Breakdown of Proposal Price. The Contractor shall also show VAT as a separate charge on invoices submitted.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 INSURANCE

#### H.1.1 AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in INR:

Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000

2. Property Damage on or off the site in INR:

Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

#### H.1.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

#### H.1.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

#### H.1.4 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

## H.2 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

- (a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.
- (b) Day means a calendar day unless otherwise specifically indicated.
- (c) Host Country means the country in which the project is located.
- (d) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (e) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.
- (f) Other Submittals includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
- (g) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (h) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (i) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
- (j) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.
- (k) Work means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

## H.3 OWNERSHIP AND USE OF DOCUMENTS

### H.3.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

- (a) OWNERSHIP. All specifications, drawings, and copies thereof, and models, are the property of the Government.
- (b) USE AND RETURN. The contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

### H.3.2 SUPPLEMENTAL DOCUMENTS

The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

### H.3.3 RECORD DOCUMENTS

The Contractor shall maintain at the project site:

a current marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and

a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

### H.3.4 "AS-BUILT" DOCUMENTS

After final completion of the work, but before final acceptance, the Contractor shall provide:

complete set of "as-built" drawings, based on the record set of drawings, marked to show the details of construction as actually accomplished; and

record shop drawings and other submittals, in the number and form as required by the specifications.

### H.4 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

### H.5 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

### H.6 LAWS AND REGULATIONS

#### H.6.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

## H.6.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

## H.6.3 SUBCONTRACTORS

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

## H.6.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

## H.7 RESPONSIBILITY OF CONTRACTOR

### H.7.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

### H.7.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

## H.8 CONSTRUCTION OPERATIONS

### H.8.1 OPERATIONS AND STORAGE AREAS

(a) **CONFINEMENT TO AUTHORIZED AREAS.** The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) **VEHICULAR ACCESS.** The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### H.8.2 USE OF PREMISES

(a) **Occupied Premises.** If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) **Requests from occupants.** The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## H.9 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

## H.10 SAFETY

### H.10.1 DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) General. The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
- (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (viii) Hazardous noise levels.

(b) Records. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) Subcontracts. The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written program. Before commencing work, the contractor shall:



- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

## H.11 SUBCONTRACTORS AND SUPPLIERS

### H.11.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

### H.11.2 APPROVAL OF SUBCONTRACTORS

- (a) REVIEW AND APPROVAL. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.
- (b) REJECTION OF SUBCONTRACTORS. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

## H.12 CONSTRUCTION PERSONNEL

### H.12.1 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

## H.12.2 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take 15 to 20 days to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

## H.13 MATERIALS AND EQUIPMENT

### H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) **STANDARD TO QUALITY.** All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection.

(b) **SELECTION BY CONTRACTOR.** Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

### H.13.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

### H.13.3 BASIS OF CONTRACT PRICE

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

#### H.13.4 SUBSTITUTIONS

(a) **PRIOR APPROVAL REQUIRED.** The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) **APPROVAL THROUGH SHOP DRAWINGS.** The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) **FINAL APPROVAL ON DELIVERY.** Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

#### H.13.5 "OR-EQUAL CLAUSE"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

#### H.13.6 USE AND TESTING OF SAMPLES

Reserved

#### H.14 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

##### H.14.1 SHIPMENT AND CUSTOMS CLEARANCE

(a) **Costs to be borne by Contractor.** The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) **Duty-free clearance.** The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which

are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,

are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

#### H.14.2 SURPLUS MATERIALS

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

#### H.15 SPECIAL WARRANTIES

##### H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they do not conflict with the special warranty.

##### H.15.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information required in order to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### H.16 EQUITABLE ADJUSTMENTS

##### H.16.1 BASIS FOR EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause. The Contractor shall give the Contracting Officer written notice (within 20 days) stating:

the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

#### H.16.2 DIFFERING SITE CONDITION NOTICE

The Contractor shall provide written notice of a differing site condition within 10 days of occurrence following FAR 52.236-2, Differing Site Conditions.

#### H.16.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

(a) **ITEMIZATION OF PROPOSALS AND REQUESTS.** The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer. The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) **PROPOSED TIME ADJUSTMENTS.** The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.

(c) **RELEASE BY CONTRACTOR.** The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

#### H.17 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

#### H.18 ZONING APPROVALS AND BUILDING PERMITS

Reserved.

## SECTION I - CONTRACT CLAUSES

### FEDERAL ACQUISITION REGULATION (48 CFR Ch. 1)

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC 2012
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I	JUN 2011 JUN 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-13	ALTERNATIVE PAYMENT PROTECTION	JUL 2000
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002

52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-32	PERFORMANCE –BASED PAYMENTS	APR 2012
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I	JUL 2002 DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	JUNE 2007
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.245-9	USE & CHARGES	APR 2012
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING – CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I	APRIL 2012 SEPT 1996
52.249-14	EXCUSABLE DELAY	APRIL 1984
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984

THE FOLLOWING CLAUSES ARE SET FORTH IN FULL TEXT:

52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

I.1 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .  
(End of clause)

I.2 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The contracting officer must make all modifications to the contract in writing.

I.3 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

The contractor warrants the following:

That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

That it has obtained all necessary licenses and permits required to perform this contract; and,

That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.4 RESERVED

I.5 THE FOLLOWING CLAUSE IS APPLICABLE IF CHECKED

☐ 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

I.6. 52.228-15 Performance and Payment Bonds—Construction (OCT 2010)

(a) Definitions. As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.



- (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
- (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at

<http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.”

I.7      652.225-71      SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, AS AMENDED (AUG 1999)

(a)      Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1)      Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2)      Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3)      Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4)      Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5)      Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6)      Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### I.8 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

## I.9 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (JUN 2006) - RESERVED

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J - Technical scope of work

#### J.1 Brief Description

Consulate General of the United States of America in Hyderabad has a requirement to hire services of a construction contractor for relocation of city electrical services (overhead and underground) from the property SY-115/1, Opposite Q city, Financial District, Nanakramguda, Gachibowli, to across the road per below specified material and scope of work.

The contractor shall provide all labor, equipment, materials and necessary government approvals to finish this job in all respects.

#### J.2 Scope

Scope of this contract is as mentioned below:

1. Prospective contractors shall have valid license to work on HT (High Tension) cables.
2. To prepare shop drawings for relocation of the services providing exact proposed location, excavation depths, and protective layers (sand, brick, caution tape etc.) and get a written approval from the concerned TSSPDCL officer.
3. All the materials used in the work shall confirm to TSSPDCL's specifications. Contractor shall provide samples of all the materials to be used for proposed relocation for a pre-approval from city authorities. Contractor will get this preapproval from city authorities concerned, in writing for COR approval before actual use on site.
4. Contractor shall take all safety precautions while carrying out work per attached safety standards (provided for reference) and AHA – Activity Hazard Analysis.
5. Contractor shall be responsible for getting any approval, related to this work, from any private property owner if required.
6. Contractor shall be responsible for obtaining shut downs from local authorities in order to reinstate the services per their satisfaction.
7. Contractor shall be responsible for obtaining final approval and acceptance in writing from the concerned city office (TSSPDCL).
8. Contractor shall be responsible for delivery of the old material to the stores of TSSPDCL (Assistant Engineer Operation / Concerned of TSSPDCL) and obtain acknowledgement from them.
9. Contractor shall test and record resistivity of earth pits per requirement of TSSPDCL.
10. Contractor shall cover the newly laid cables with sand, bricks, caution tape as required by TSSPDCL.

This project shall be a relocation of the services as a turn-key project.

A project schedule shall be provided by the contractor as a part of the proposal in response to this solicitation. The schedule shall be based on the number of days from notice of award, and should include milestones including, but not limited to, ordering of materials (electrical cables, associated materials etc.), delivery of materials to site, mobilization of labor and equipment to job site, site activities, relocation completion on site and new system startup.

The contractor shall submit all plans, shop drawings and product specifications regarding this project to the COR for approval prior to the start of the project. No work shall be performed without the approval of the submitted plans and specifications.

A contractor and his workers security clearance is required for this project – Per Hyderabad post RSO regulation.

The scope of services required includes, but is not limited to, the following:

### J.3 Site Visit

A contractor walk through shall be conducted on site on **September 13, 2016** to explain the work to the prospective contractors. Contractors can obtain an overview of the project and document the existing job conditions to allow for proper planning, relocation, design, cost estimating and scheduling/coordination of work. The contractor shall obtain all in-situ data, drawings, dimensions and measurements required for material estimation for the relocation of the electrical services.

Following is the BOQ for the work. BOQ is just for reference for the contractors to understand the work. Contractor has to completed the job with all the materials required to the satisfaction of the TSSPDCL technical officers.

SI No	Description	Unit	QTY	Rate	Amount
1.00	Charges for dismantling of 9.10 Mtrs PSCC Poles	No.s	7.00		
2.00	Charges for dismantling of 11 KV 2 way RMU	No.s	1.00		
3.00	Charges for dismantling of 11 KV UG cable	Rmt	600.00		
4.00	Charges for dismantling of 55 sq. mm AAA conductor	Rmt	840.00		
5.00	Charges for supply and laying of 11KV 3X185 Sqmm UG Cable including earth work excavation and refilling the trench	Rmt	2400.00		
6.00	Charges for only erection of 11 KV RMU (Supplied by Dpt) including required civil works	No.s	1.00		
7.00	Charges for supply and fixing of 25x3mm GI earth flat	Kg	5.00		
8.00	Charges for supply and fixing of 150mm dia GI pipe	Rmt	20.00		
9.00	Charges for supply and doing end terminations for 11 KV 3x185 XLPE - Out door	No.s	4.00		
10.00	Charges for supply and doing end terminations for 11 KV 3x185 XLPE - In door	No.s	4.00		
11.00	Charges for providing and doing road cuttings and miscellaneous concrete works as required as per the site conditions	Lum Sum	1.00		
12.00	Charges for providing and doing earth pits as per is3045	No.s	4.00		
13.00	Construction of plinth for 3 way RMUs etc.	No.s	1.00		
14.00	11 KV 3X 185 Heat Shble Out door end test kit.	No.s	4.00		
15.00	11 KV 3X185 Heat Shble indoor end test kit.	No.s	4.00		
	Total				

#### J.4 Reporting

The contractor shall maintain daily reports summarizing all field activities. These shall include daily work reports, monitoring logs, and photographs. Furthermore, shipping/receipt manifests and weight tickets shall be maintained for each load of material delivered or removed from the site. If disposal of contaminated wastes is necessary, a certificate of destruction should be issued by the treatment facility. Likewise, all contaminated liquids or old day tank removed from the site shall be manifested and a certificate of destruction issued verifying proper disposal.

The Contractor shall provide warranties, product data, and operation and maintenance manuals for all installed equipment including but not limited to:

- New Cables.
- Piping systems (pipes).
- Earth pits.

In addition, the contractor is to furnish to the Embassy, as built drawings of the project.

#### J.5 Contractor Quality Control and Safety

The Contractor shall implement an effective program of safety, inspections, testing, administration, management, reporting, recordkeeping, and other tasks necessary to verify compliance with the requirements of the contract plans and specifications. The Contractor's site superintendent shall be responsible for managing the quality control program at each site.

The Contractor's site superintendent shall be responsible for managing the quality and safety control program on site. At a minimum, each worker on site shall have a hard hat, hard toe boots, safety glasses and gloves.

#### J.6 Project Closeout

When all site work is complete, the contractor's site superintendent shall review all activities and walk the project area with the COR to ensure that the Consulate is satisfied and all work items are acceptable. If any items are not completed, they shall be addressed and completed immediately.

The contractor shall ensure that, upon demobilization, the site is left in a clean and orderly appearance equal to or better than prior to start of work.

The contractor shall compile record documents as the work progresses and maintain a copy of these documents as part of the quality control program. At the conclusion of the work, the contractor shall submit closure documentation and all new day tank systems manufacturer specifications to the Consulate.

## **GENERAL NOTES:**

*Contractor should follow the following specifications wherever required:*

- 1. Contractor shall use Mechanical Mixer to mix the concrete or use RMC (Ready Mix Concrete) for all purposes along with vibrator.*
- 2. Contractor shall provide guarantee certificate for at least 5 years (life cycle for all the electrical cables installed along with labor) against any kind of malfunctioning or failure. In case of any such event contractor is liable to replace and install the same at his own cost.*
- 3. Following are the common specifications for the project*
  - a. All brick work should be done in 1:4 cement mortar (1 cement: 3 stone dust)*
  - b. P C C should be in the ratio 1: 4: 8 (1 cement: 4 stone dust: 8 stone aggregate)*
  - c. R C C should be in the ratio 1: 1 ½: 3 (1 cement: 1 ½ stone dust: 3 stone aggregate (½” size)).*
  - d. Plastering where ever required should be done with cement, stone dust mortar (in the ratio 1:3).*
- 4. Contractor will arrange for a dedicated full time engineer/supervisor for the entire duration of the project failing which leads to termination of the project.*
- 5. Contractor will provide test certificate for the concrete used in casting the RCC plinth for RMU. Test shall be done by a reputed lab and copies of the reports shall be shared with the COR. Original reports shall made part of the as built upon completion of the project.*
- 6. Contractor will inform the COR of the project regarding samples., their approvals from TSSPDCL, delivery on site, so as to get security approval of the same. In case of non-information the material won't be accepted.*
- 7. Contractor will be responsible for the safety and security of their material on site. USG under no circumstances will be responsible for any damage or theft of the material from site till the work is completed and accepted by TSSPDCL.*
- 8. Contractor will give in writing names of all the workers and supervisors (going to work on project) in advance so as to get the security clearance for the same. No worker other than mentioned in the list will be allowed to get into the site. Contractor will be provided with cleared badges (no escort is required) as per the maximum strength of the workers at any point of time during the project. After getting cleared badges contractor will be responsible for escorting his own labor. No labor will be provided for escort purpose from embassy side.*
- 9. Contractor should always keep the site clean from any kind of debris or malba. At the end of the day the site should be a completely protected/barricaded. Reflective signs shall be installed after end of each day around entire site.*

- 10. Contractor will transfer all guarantee cards provide by the manufacturer for the material installed in the name of American Consulate / TSSPDCL as shared by COR.*
- 11. Contractor shall inform COR immediately in case some deviation is there from the actual scope or any time delay is there from the actual schedule submitted at the time of commencement of the project. In such case contractor shall submit in writing cause of delay to COR and after approval of the same revised schedule shall be submitted with COR.*
- 11. Contractor shall provide all shuttering and other necessary material to complete the job in Satisfactory manner.*
- 12. Contractor will refer IS 456 (latest modified one) for all the RCC work and shuttering etc.*
- 12. All metal support work to be painted with one coat of anti-rust metal primer and two coats of synthetic enamel paint. Only stainless steel nut bolts and washers are to be used.*

**Warranty:**     *The entire installation work will be warranted for the defect liability for a minimum period of 5 year from the date of final commissioning.*



## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ ***[ insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization ]***;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

### K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

#### (a) Definitions

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

*(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.*

#### (d) Taxpayer Identification Number (TIN)

TIN:_____	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

#### (e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership

	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

*(End of provision)*

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

As prescribed in 4.1202, insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is **\$14.0 million dollars**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

— (i) [52.219-22](#), Small Disadvantaged Business Status.

— (A) Basic.

— (B) Alternate I.

— (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

— (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

— (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

— (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

— (vi) [52.227-6](#), Royalty Information.

— (A) Basic.

— (B) Alternate I.

— (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### K.5 [52.209-5](#) CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are *o* are not *o* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have *o* have not *o*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are *o* are not *o* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## K.6 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is

to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

#### K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

#### K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 2006)

(a) *Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:*

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
<i>(1) United States citizens or residents</i>			
<i>(2) Individuals hired in the United States, regardless of citizenship</i>			
<i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i>		<i>local nationals:</i>	
		<i>third-country nationals:</i>	
<i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i>		<i>local nationals:</i>	
		<i>third-country nationals:</i>	

(b) The Contracting Officer has determined that for performance in the country of [Contracting Officer insert country of performance and check the appropriate block below] –

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K. 10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under Section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in Section 4(9) of such Act.



“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

#### **K.11. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)**

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR or you may use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.209-7	INFORMATION REGARDING RESPONSIBILITY (FEB 2012)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS*—COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

\* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

### L.2 SOLICITATION PROVISIONS IN FULL TEXT

#### ***52.216-1 TYPE OF CONTRACT (APR 1984)***

The Government contemplates award of a contract resulting from this solicitation.

#### ***52.233-2 SERVICE OF PROTEST (SEP 2006)***

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from  
*The Contracting Officer  
American Embassy, New Delhi  
Gate 'C', Chandragupta Marg, Chanakyapuri  
New Delhi 110021, India*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## GENERAL CONDITIONS OF CONTRACT.

### I GENERAL

This is a firm fixed price turnkey job for the entire work and amount quoted shall include all work described in attached scope of work and general condition of contract, standard specifications. The lump sum price quoted shall be fixed and nothing extra will be entertained on any account.

Contractor's staff is subject to such restriction for entry and exit as are required by the Embassy's security requirement. Contractor's staff will be subject to security cleared as required by the Embassy.

Contractor shall restore all surfaces disturbed by construction to match with existing finish.

Any deviation from the original contract/scope of work shall be informed to COR before work begins. No additional work will be carried out without a contract modification.

All material shall be new, checked and approved by COR prior to installation and proper test certificate of the materials to be submitted.

### 2 Responsibilities of contractor

All expenses towards mobilization at site and demobilization including bringing in equipment, workforce and materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the rates quoted by the contractor against various items of schedule of rates and no separate payment on such expenses shall be entertained.

Contractor shall employ and provide one full time supervisor to supervise the project and has experienced of carrying out such type of work.

Contractor shall not proceed with next activity until previous activity will be checked and approved by COR. Contractor shall mentioned all inspection dates in the schedule chart

### 3 Execution of work

Contractor shall submit a bar chart within 5 days after pre construction meeting for approval of the Contracting Officer Representative (COR). All dates and time schedule agreed upon should be strictly adhered. Contractor shall notify the COR well in advance regarding the problems, if contractor is expecting/facing during the execution of the project.

For dismantling/blocking or making connection to any existing services or any shut-down, contractor shall inform the COR at least three working days in advance and proceed with the work only after the permission from the COR.

### 4 Materials

All materials used on this work shall be new and conforming to the contract specifications.

All materials used on the project shall be approved by the Contracting Officer Representative (COR) before use.

Any changes/ substitute on material shall need to be approved by COR before proceed.

### 5. Site clearance and cleanup

The Contractor shall clear away all debris and excess materials accumulated at the site and dispose it away from the Embassy premises and maintain a neat site conditions.

On completion of project, Contractor shall remove all surplus materials and leave the site in a broom clean condition.

6. Workmanship

Workers working on the site shall be skilled in their job and have experience in same type of job.

7. Working Hours

Working hours shall be 8:30 A.M. to 5:00P.M. Monday to Saturday. No work shall be done on Sundays and holidays.

8. Vehicle security Clearance

The Contractor shall inform and provide in writing transportation details (vehicle registration number, drivers name and date of delivery) to the COR at least 24 hours in advance for material deliveries.

Safety

Contractor is responsible and shall continue management and implementation of a safety and health program through out activity.

The Contracting Officer and the Post Occupational Safety and Health Officer [POSHO] reserve the right to suspend work when and where Contractor's safety and health program is considered to be operating in an inadequate or non-complying manner.

Contractor shall provide all Personal Protective Equipment for the workers as per the requirement of the site. Work will be stopped in case the proper protection equipment is not found with the workers and the lapse of time shall be at the Contractor's expense.

Contractor will not leave the work site in an unsafe condition or any other condition that might cause injury to personnel, damage to existing work, plants or equipment.

Contractor will use all safety gadgets e.g. hard hats, cotton gloves and goggles as required on site to avoid the accident.

Any equipment or work considered dangerous shall be immediately discontinued.